

Prepared By: Joseph Maggio
Entergy Mississippi, Inc.
107 W. Mayes
Jackson, MS 39213
601-368-1641

BOOK 28 PAGE 079

West 1/2 of Section 28
Township 2 S, Range 7W



CONSENT AND LICENSE AGREEMENT

This agreement made this day by and between ENTERGY MISSISSIPPI, INC. corporation, herein called "Company," and BELL SOUTH TELECOMMUNICATIONS, INC. herein called "Licensee."

WITNESSETH:

28 (MRW)
1. The Company is the owner of land, known as the Pleasant Hill Site property, situated in Section 28/Township 2 South, Range 7 West, in DeSoto County, Mississippi with appurtenant easements and occupancy rights lying along, across and adjacent to the route of said fiber optic cable as shown on Exhibit "A" attached hereto and made apart hereof.

2. The Company owns and maintains on said land overhead, and/or underground electric facilities energized at 13,000 volts and Licensee recognizes that contact with or close proximity to said electric facilities is dangerous to persons and property and could cause injury or death to persons.

3. The Licensee desires to install on, along, across and/or under said land a fiber optic cable, which shall be constructed in accordance with the contract drawing (s) and specifications are made a part hereby by reference, and in accordance with Exhibit "A" attached hereto and made a part hereof.

4. The Company hereby gives its consent to the installation of said fiber optic cable by the Licensee, strictly as shown on project plans and specifications and Exhibit "A" and grants to the Licensee a license to keep and maintain its said fiber optic cable on the Company's land subject to the following conditions, which constitute the consideration for this grant and consent.

(a) The License area consist of the width of the fiber optic cable by the length (700' +/-) feet. Nine (9') feet of temporary work space will be allowed. The said cable will be located approximately forty one (41') south of the center line of Pleasant Hill Road.

(b) Any plan submitted upon which work is not started by the Licensee within one year from the day of execution of the Consent and License Agreement by the Company shall be considered as having been withdrawn, and should the Licensee decide thereafter to proceed with the work it will notify the Company by means of a written notification addressing the original plan and/or any revisions of said plan.

(c) The Licensee's Project Engineer shall provide the proper supervision and inspection to assure that the project is constructed in accordance with the contract drawings and specifications and all the requirements of this agreement.

(d) Licensee agrees that it will not do anything to reduce the ground clearance under any of the Company's elevated electrical facilities except as specifically indicated on the exhibits to this agreement.

(e) It is not anticipated that any adjustment of the Company's facilities will be required prior to work in the subject area. However, if it is determined that adjustments should be necessary, the Licensee will give the Company at least 30 days notice, prior to work in the area of said fiber optic cable and the Company will cooperate toward the performance of such adjustments as may be mutually agreed upon, provided that the Licensee agrees to reimburse to the Company the cost of making such adjustments, including the Company's standard overheads.

(f) The Licensee agrees they will not make or cause to be made any changes in the location of the said fiber optic cable in the close proximity to

BST Job: M4041 District: North Wire Center: Hernando(429)

R/W #: MSO33PVT016505

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Company facilities without first notifying the Company and giving the Company an opportunity to review any such change.

(g) Licensee agrees not to conduct or cause to be conducted on said land any activities which would bring any persons, objects, or equipment within 10 feet of the Company's electrical facilities.

(h) The Company shall not be liable for any damage to Licensee's facilities caused by the Company's operation, except such damages caused by Company's gross negligence.

(i) Licensee agrees to hold Company, its parent and affiliated companies harmless and indemnify (the members of their Board of Directors, officers, agents, employees, representatives, and associated and affiliated companies) from and against any and all claims or actions and lawsuits, and all expenses and attorney's fees incidental to the defense of any such claims or actions including but not limited to court costs, attorney fees, settlements, damages, etc., arising out of or resulting from Licensee's exercise of its rights under this agreement.

(j) The Licensee agrees to require its contractor(s), prior to undertaking any work on Company land and/or easements, to take out and keep in effect for as long as work activities continue a policy of Liability Insurance in minimum limits of \$1,000,000 per person and \$1,000,000 per occurrence covering bodily injury and death and \$250,000 covering property damage, naming Entergy Mississippi, Inc. and its affiliated and associated companies an additional named insured thereunder. Licensee agrees to deliver to Entergy Mississippi, Inc., Attention: Transmission Right of Way , 107 West Mayes, St., Jackson, Mississippi 39213, certificates from Licensee's insurance company or their agents, prior to the start of the project, stating that such insurance is in force and that the Company will be given 30 days written notice prior to the effective date of any change or cancellation of such policy.

(k) The Licensee agrees to require its contractor(s) to install sheeting and shoring and to leave it in place in those areas where the top of slope or angle of repose resulting from the installation of said fiber optic cable is 20 feet or less from Company steel tower legs and/or 8 feet or less from power poles, guys and underground facilities. The trench in the affected area will be backfilled with select material and mechanically tamped. If placement of sheeting and shoring as outlined above is impractical, the Licensee agrees to contact Company engineers and arrange for temporary or permanent adjustment of affected facilities. Reimbursement for said adjustments will be as provided for elsewhere in this agreement.

(l) The Licensee agrees to the following:

(1) To restore all Company land to the original condition, or better including the establishment ,as nearly as possible, of vegetation on areas subject to erosion.

(2) To notify Company at least 10 days prior to work in an area of any and all Company facilities; (Contact Joseph A. Maggio, Jr. 601-368-1641) and notify same upon completion of project.

(3) To instruct engineering and contractor personnel to immediately report any damage to Company facilities.

(4) To arrange a meeting so that the terms of this agreement can be discussed with engineering and contractor personnel.

(5) To install permanent above ground markers to indicate location of said fiber optic cable.

- (6) To provide as built drawings within 30 days of completion of said project.
 - (7) Licensee agrees that the ground cover over the said fiber optic cable shall be of sufficient depth to prevent damage to the said fiber optic cable from any equipment used by Company or its contractors in the construction or maintenance of the facilities of Company.
 - (8) To pay a one time charge of \$700.00 for the right to lay communication cable in the fee owned land of the Company. Said sum is not refundable in the event this License is canceled.
 - (m) Licensee agrees that it will not permit placement of spoil material under Company's overhead electrical facilities.
 - (n) Licensee agrees not to permit construction equipment or machinery to be operated or stored on spoil material.
 - (o) The Licensee agrees to remove all materials, equipment, machinery, and excavated spoil material mounds from Company land and to restore said land to substantially original condition following completion of said fiber optic cable construction including the establishment of vegetation for erosion control purposes.
 - (p) The Licensee shall not be required to relocate the fiber optic cable, unless said fiber optic cable interferes with the Company's right to reasonable use of the land. In such event, the Company shall use reasonable efforts to minimize the relocation impact on the Licensee. Any necessary relocation will be at the sole expense of the Licensee. In any event, Licensee shall not be relieved of its obligation to indemnify Company as contained in paragraph 4 (i) hereof for occurrences during the period Licensee exercises its rights thereunder and neither party shall be relieved of liability for breach of the agreement.
 - (q) Licensee shall not treat, store or dispose of hazardous or toxic waste or substance on Company land. Licensee shall be responsible for any hazardous or toxic waste or substance spills caused by Licensee on Company land.
5. To partially reimburse Company for its legal, engineering and administrative expense in connection with this consent, Licensee has paid to Company contemporaneously herewith the sum of \$650.00. Said sum is not refundable in the event this license is canceled.
 6. The Licensee will use the utmost care to avoid damage to the Company's facilities on said land and will regularly inspect and maintain said fiber optic cable in accordance with the highest standards applicable to such facilities and will reimburse the Company for any such damage, including erosion, endangering the Company's facilities, caused by Licensee's use of said premises or exercise of rights hereunder by the Licensee, both during construction and in the future.
 7. The Licensee agrees to warn all persons on said premises claiming under Licensee of the dangers described in Paragraph 2.
 8. The rights granted hereunder are not greater than the rights possessed by the Company on said land. Licensee understands it is responsible for obtaining any other or further consent from applicable landowners and other occupants as necessary.
 9. The obligations of the Licensees in this agreement shall be binding on the Licensees for so long as said encroachment or any part thereof identified in Paragraph 3 above remains on Company's land. This License nor any part hereof is assignable without the expressed written permission of the Company.

10. The Company maintains the right to locate, relocate, place and replace electrical facilities as needed on its land.

11. Licensee recognizes that, except upon compliance with the provisions of Mississippi Code section 45-15-1, et, seq., it is a violation of state law for persons or equipment to be brought within 10 feet of energized high voltage power lines.

Witness the signatures of the Company and the Licensee this the 2nd day of May 1998.

ENTERGY MISSISSIPPI, INC.

BY: *DP Wheat*
DOYLE P. Wheat
 (Print Name)

ITS: Manager, R/W a/c. + Veg Maint.
 (Print Title)

BELL SOUTH TELECOMMUNICATIONS, INC.

BY: *WGB* (Licensee)
W. G. Baughn
 (Print Name)

ITS: Network General Manager
 (Print Title)



STATE OF MISSISSIPPI

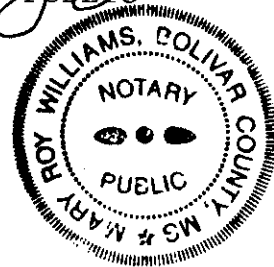
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named W. G. Baughn, who acknowledged that he is the Network General Manager of BellSouth Telecommunications, Inc., and that in said representative capacity he executed the above and foregoing instrument of writing on the date therein stated and for the purpose therein mentioned, for and on behalf of BellSouth Telecommunications, Inc., after first being duly authorized so to act.

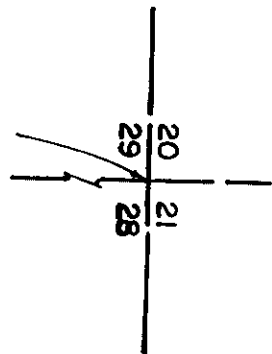
Given under my hand and official seal, this 2nd day of May 1998.

Mary Roy Williams
 NOTARY PUBLIC

My Commission Expires:
 MISSISSIPPI STATEWIDE NOTARY PUBLIC
 MY COMMISSION EXPIRES MAY 20, 2001
 BONDED THRU STEGALL NOTARY SERVICE

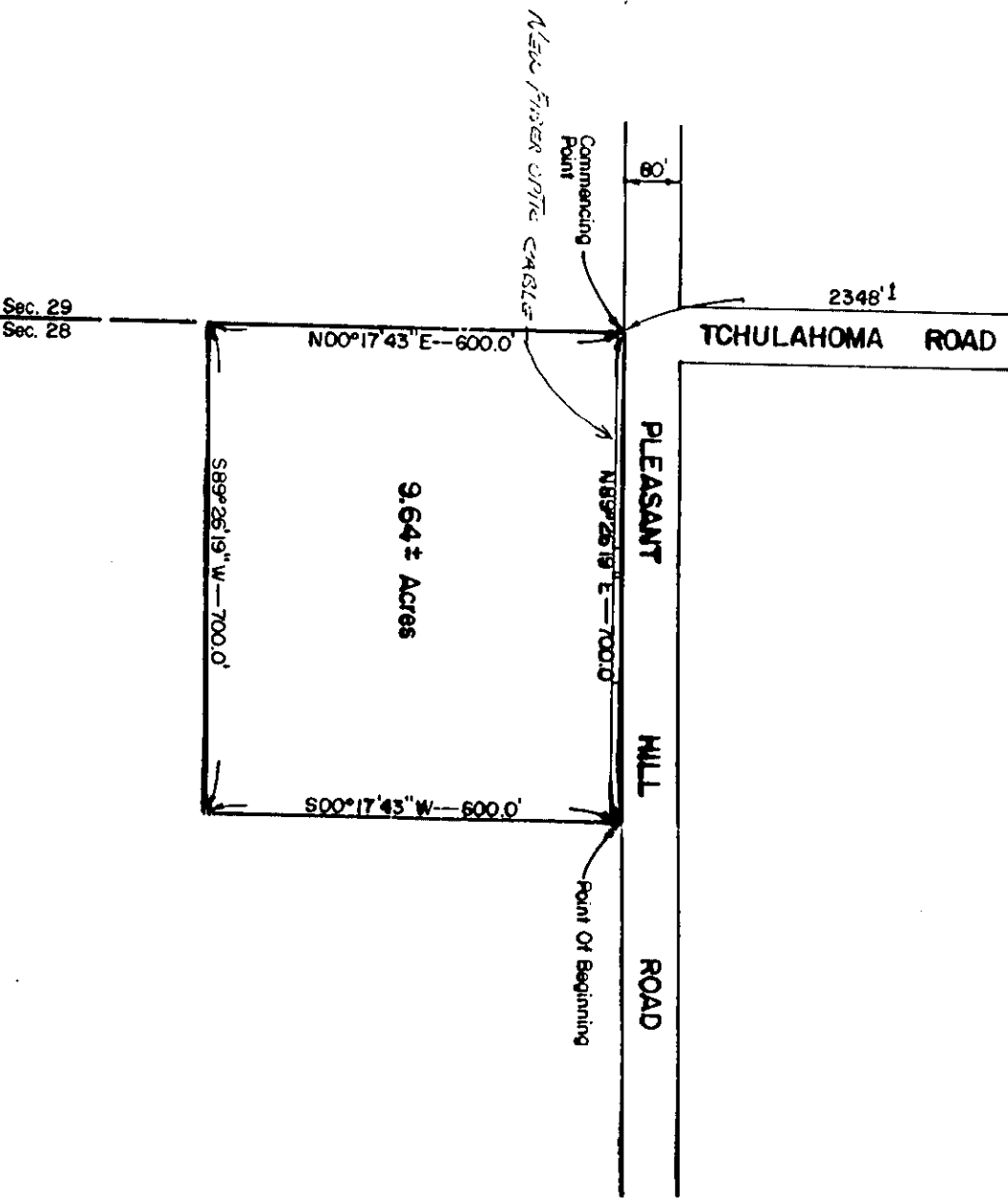


PLAT OF REAL ESTATE
OF MISSISSIPPI POWER & LIGHT CO. IN DESOTO COUNTY
(Not a legally recorded plat)



GENERAL LOCATION
West 1/2 Section 28
T.2-S., R.7-W.
Desoto County, Ms.

NO.	DATE	REVISION	BY	DR.	CHKD.	APP.
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6/30/98
Date

914 White Street Extended
Cleveland, MS 38732

DeSoto County Chancery Clerk
2535 Highway 51
Hernando, MS 38632

Dear Chancery Clerk:

Please record the enclosed document(s). Also complete the receipt portion of this letter and return along with the recorded documents to me at the following address:

Mary Roy Williams
BellSouth Work Center
914 White Street Extended
Cleveland, MS 38732

Thank you for your help.

Mary Roy Williams
Specialist/Right-of-Way
601-843-9253

Attachment

**

Received of BellSouth, \$ 7⁰⁰ on check number 2.05653316/7
for

recording fee for 1 document(s).

DeSoto County Chancery

Signature _____ Date _____